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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

CRUMP INSURANCE SERVICES, INC.

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December 22, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CRUMP INSURANCE SERVICES, INC.
7557 RAMBLER ROAD, #400
C/O EVERETT WILLIAMS
DALLAS, TX 75231

SUBJECT: CRUMP INSURANCE SERVICES, INC.
REF: F00000001838

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The document number listed for Crump Insurance Services, Inc. in the first paragraph is incorrect. The correct document number is F00000001838.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

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ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Crump Insurance Services, Inc.</u>	<u>Texas</u>	<u>F00000001838</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Crump Insurance Services of Florida, Inc.</u>	<u>Florida</u>	<u>M79238</u>
<u>Crump Insurance Administration, Inc.</u>	<u>Texas</u>	<u></u>
<u>Crump Financial Services, Inc.</u>	<u>Tennessee</u>	<u>F04000001819</u>
<u>Crump Insurance Services of Atlanta, Inc.</u>	<u>Georgia</u>	<u>F94000003259</u>
<u>SEE ATTACHED FOR ADDITIONAL ENTITIES</u>	<u></u>	<u></u>

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 06 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/5/06

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.













Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/5/06

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>Crump Insurance Services, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump Insurance Services of Florida, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump Insurance Administration, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump Financial Services, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump Insurance Services of Atlanta, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump Insurance Services of Houston, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump Insurance Services of Illinois, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump Insurance Services of Louisiana, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump Insurance Services of Memphis, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump Insurance Services Northwest, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump of New York, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>
<u>Crump E&S of California Insurance Services, Inc.</u>	<u></u>	<u>Everett Williams, Secretary</u>

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Camp E&S of San Francisco Insurance Services, Inc.

George H. Walker

Everett Williams, Secretary

Group Transportation Insurance Services, Inc.

Robert Williams

Everett Williams, Secretary

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number (if known/applicable)
Crump Insurance Services of Illinois, Inc.	Illinois	
Crump Insurance Services of Houston, Inc.	Texas	N/A
Crump Insurance Services of Louisiana, Inc.	Louisiana	N/A
Crump Insurance Services of Memphis, Inc.	Tennessee	N/A
Crump Insurance Services Northwest, Inc.	Washington	N/A
Crump of New York, Inc.	New York	F03000005769
Crump E&S of California Insurance Services, Inc.	California	F04000003087
Crump E&S of San Francisco Insurance Services, Inc.	California	F04000005807
Crump Transportation Insurance Services, Inc.	California	F04000001256

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 31, 2006, by and among Crump Insurance Administration, Inc., a Texas Corporation ("CIA"), Crump E&S of California Insurance Services, Inc., a California corporation ("Crump California"), Crump E&S of San Francisco Insurance Services, Inc., a California corporation ("Crump SF"), Crump Transportation Insurance Services, Inc., a California corporation ("CTIS"), Crump Insurance Services of Florida, Inc., a Florida corporation ("Crump Florida"), Crump Insurance Services of Atlanta, Inc., a Georgia corporation ("Crump Georgia"), Crump Insurance Services of Illinois, Inc., an Illinois corporation ("Crump Illinois"), Crump Insurance Services of Louisiana, Inc., a Louisiana corporation ("Crump Louisiana"), Crump of New York, Inc., a New York corporation ("Crump NY"), Crump Financial Services, Inc., a Tennessee corporation ("CFSI"), Crump Insurance Services of Memphis, Inc. ("Crump Tennessee"), Crump Insurance Services of Houston, Inc., a Texas corporation ("Crump Houston") and Crump Insurance Services Northwest, Inc., a Washington corporation ("Crump Northwest") (collectively referred to as the "Merging Corporations") and Crump Insurance Services, Inc., a Texas corporation ("CIS") (CIS being hereinafter sometimes referred to, as the "Surviving Corporation"), said corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations."

WHEREAS, the Board of Directors and shareholders of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that the Merging Corporations be merged with and into CIS, with CIS being the Surviving Corporation, under and pursuant to the laws of the State of Texas and on the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1. The Merging Corporations shall be merged with and into CIS in accordance with the laws of the State of Texas. The separate corporate existences of the Merging Corporations shall thereby cease, and CIS shall be the Surviving Corporation.

1.2. The name which the Surviving Corporation is to have after the merger shall be "Crump Insurance Services, Inc."

1.3. On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporations shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporations, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporations, and all debts due on whatever account to them, including all choses in action and all and every other interest or belonging to them, shall be taken by and deemed to

be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporations.

1.4. From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Texas Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporations. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1. The merger shall become effective at 11:59 p.m., on December 31, 2006, pursuant to Section 5.01 of the Texas Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2. Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or any of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1. The Articles of Incorporation of CIS, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2. The Bylaws of CIS, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3. The persons who are the directors and officers of CIS immediately prior to the Effective Time shall, after the merger, continue as the directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Texas and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1. The Surviving Corporation presently has issued an outstanding six thousand (6000) shares of \$1.00 par value common stock, which shares are the only outstanding shares of the Surviving Corporation.

4.2. CIA presently has issued an outstanding one thousand (1000) shares of \$1.00 par value common stock.

4.3. Crump California presently has issued an outstanding ten (10) shares of \$100.00 par value common stock.

4.4. Crump SF presently has issued an outstanding one hundred (100) shares of \$1.00 par value common stock.

4.5. CTIS presently has issued an outstanding one thousand (1000) shares of \$10.00 par value common stock.

4.6. Crump Florida presently has issued an outstanding one hundred (100) shares of \$1.00 par value common stock.

4.7. Crump Georgia presently has issued an outstanding eight thousand three hundred thirty-six (8336) shares of \$0.10 par value common stock.

4.8. Crump Illinois presently has issued an outstanding one thousand (1000) shares of \$1.00 par value common stock.

4.9. Crump Louisiana presently has issued an outstanding one hundred (100) shares of \$1.00 par value common stock.

4.10. Crump NY presently has issued an outstanding six hundred ten (610) shares of common stock with no par value.

4.11. CFSI presently has issued an outstanding one hundred (100) shares of \$1.00 par value common stock.

4.12. Crump Tennessee presently has issued an outstanding one hundred (100) shares of \$1.00 par value common stock.

4.13. Crump Houston presently has issued an outstanding one hundred (100) shares of \$10.00 par value common stock.

4.14. Crump Northwest presently has issued an outstanding one hundred (100) shares of common stock with no par value.

4.15. At the Effective Time, each issued and outstanding share of the Merging Corporations shall be converted into one share of common stock of CIS. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of the Merging Corporations' common stock may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, one (1) share of CIS common stock for every one (1) share of the Merging Corporations' common stock previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented one (1) share of each of the Merging Corporations' common stock shall be deemed and treated for all corporate purposes to represent the ownership of one (1) share of CIS common stock. Shares of CIS common stock outstanding at the Effective Time shall not be converted or exchanged but shall remain outstanding as shares of common stock of the Surviving Corporation.

ARTICLE V

MISCELLANEOUS

5.1. Notwithstanding anything herein to the contrary, the Board of Directors of any of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Texas of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if they shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan by such Constituent Corporation pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect with respect to such Constituent Corporation. Such termination shall not give rise to any liability on the part of any of the Constituent Corporations or their directors, officers or shareholders in respect of this Agreement and Plan.

5.2. The shareholders of the Constituent Corporations dissenting to the Agreement and Plan shall be entitled, pursuant to Sections 5.11 and 5.12 of the Texas Business Corporation Act or similar applicable laws of the states of incorporation of the respective Constituent Corporations, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3. This Agreement and Plan embodies the entire agreements between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and shareholders of the Constituent Corporations, all as of the day and year first above written.

CRUMP INSURANCE SERVICES, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP INSURANCE ADMINISTRATION, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP FINANCIAL SERVICES, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP INSURANCE SERVICES OF ATLANTA, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP INSURANCE SERVICES OF
FLORIDA, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP INSURANCE SERVICES OF
HOUSTON, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP INSURANCE SERVICES OF
ILLINOIS, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP INSURANCE SERVICES OF
LOUISIANA, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP INSURANCE SERVICES OF
MEMPHIS, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP INSURANCE SERVICES
NORTHWEST, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP OF NEW YORK, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP E&S OF CALIFORNIA
INSURANCE SERVICES, INC.

By: _____
Name: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

Title: _____

CRUMP E&S OF SAN FRANCISCO
INSURANCE SERVICES, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

CRUMP TRANSPORTATION INSURANCE
SERVICES, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]
ATTEST:

_____, Secretary

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